

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTHENTIX, INC.		04/18/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT		
Street Address:	14185 N. DALLAS PARKWAY		
Internal Address:	SUITE 780		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	95254		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2922927	AUTHENTIX	
Registration Number:	3159814	AUTHENTIX	
Registration Number:	2931992	AUTHENTIX	
Registration Number:	3059466	AUTHENTIX	
Serial Number:	77246648	AUTHENTIX	
Registration Number:	3313477	AXIS	
Serial Number:	78469608	AXIS	
Serial Number:	77223598	AUTHENTIX	
Registration Number:	2817041	ISOTAG	
Registration Number:	2808510	ISOTAG	
Registration Number:	2736101	ISOGUARD	
Registration Number:	2736045	ISOTAG	
Registration Number:	2690406	ISOTAG	

CH \$415.00 2922927

Registration Number:	2621129	ISOTAG
Registration Number:	2471908	CLIRCODE
Registration Number:	1982180	BIOCODE

CORRESPONDENCE DATA

Fax Number: (213)830-8743

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-680-6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen

Address Line 1: 355 South Grand Avenue

Address Line 2: Suite 4400

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	2073414.3331676
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	04/18/2008

Total Attachments: 5

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 18, 2008, is entered into by and between AUTHENTIX, INC., a Delaware corporation (the "Grantor"), and SILICON VALLEY BANK (the "Grantee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of April 18, 2008, among the Grantee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of April 18, 2008, among Grantor, AUTHENTIX ACQUISITION COMPANY, INC., a Delaware corporation, AUTHENTIX LIMITED, a company organized under the laws of England, and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Grantee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by Grantor to Grantee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted

hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Grantee as a matter of law or equity. The exercise by the Grantee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Grantee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Grantee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Grantee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

AUTHENTIX, INC.,
a Delaware corporation

By: _____

Name: *Craig Stamm*

Title: *Chief Financial Officer*

[Signature Page to Trademark Security Agreement]

GRANTEE:

SILICON VALLEY BANK,
as Administrative Agent

By: Brian K. Brown
Name: Brian K. Brown
Title: Senior Relationship Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003762 FRAME: 0839

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered/Pending Trademarks:

No.	Registrant/Applicant	Trademark	Reg./App. Number	Reg./App. Date
1.	Authentix, Inc.	AUTHENTIX	2922927	02/01/05
2.	Authentix, Inc.	AUTHENTIX	3159814	10/17/06
3.	Authentix, Inc.	AUTHENTIX	2931992	03/08/05
4.	Authentix, Inc.	AUTHENTIX	3059466	02/14/06
5.	Authentix, Inc.	AUTHENTIX	77/246648	08/03/07
6.	Authentix, Inc.	AXIS	3313477	10/16/07
7.	Authentix, Inc.	AXIS	78/469608	08/18/04
8.	Authentix, Inc.	AUTHENTIX	77/223598	07/06/07
9.	Authentix, Inc.	ISOTAG	2817041	02/24/04
10.	Authentix, Inc.	ISOTAG	2808510	01/27/04
11.	Authentix, Inc.	ISOGUARD	2736101	07/15/03
12.	Authentix, Inc.	ISOTAG	2736045	07/15/03
13.	Authentix, Inc.	ISOTAG	2690406	02/25/03
14.	Authentix, Inc.	ISOTAG	2621129	09/17/02
15.	Authentix, Inc.	CLIRCODE	2471908	07/24/01
16.	Authentix, Inc.	BIOCODE	1982180	06/26/96